

SETTLEMENT AGREEMENT RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to plaintiffs, HEATHER HOLLEY, MARTIN HOLLEY and FARAYAZ ABJI, the sum of one million, two hundred thousand (\$1,200,000.00) dollars, the plaintiffs, their attorneys, representatives, administrators, successors, assigns and heirs, hereby fully release, acquit and forever discharge the COUNTY OF LOS ANGELES, JANEEN CAUDILLO, SHAWN RIVAS, PAUL SAUR, GARY ROBERTS, JAVIER ROSALES, DEPUTY JILL GARDNER (Erroneously sued as DANIEL GARNER) , DEPUTY KAZMIRSKI, DEPUTY JORDAN, DEPUTY OLIVE (hereinafter COUNTY defendants) and their agents, employees, servants, carriers and assigns, from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, foreseen and unforeseen, and unknown personal and emotional injuries, wrongful death and property damage resulting from or to result from or by reason of any acts or omissions on the part of said releasees set forth above, occurring at any time prior to the finalization of this settlement, the facts of which are more particularly set forth in the action, filed in the UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA BEARING CASE NO.: CV07-06373 CBM, and any events which may have occurred while plaintiffs and their attorneys prosecuted their claims and the aforementioned lawsuit.

Payment on behalf of the COUNTY defendants is subject to and contingent upon the successful completion of the approval process, including, but not limited to, approval by the Claims Board and the Board of Supervisors. However, subject only to the

required approvals, this is a binding settlement agreement, and all parties and their attorneys agree to be bound by the terms and conditions herein stated.

In furtherance of this contingent settlement, counsel for the parties filed a Joint Status Report, advising the Court of the anticipated settlement of the case. After the COUNTY approvals are completed, and counsel for plaintiffs is advised of same, plaintiffs' counsel will file and serve a Notice of Settlement, confirming the settlement.

In the event the approvals referenced herein are not obtained, the parties, through their respective counsel of record, will so advise the Court and request the matter be placed back on the Court's calendar, with sufficient time to conduct the discovery which has not been completed as a result of the attempted settlement, including, but not limited to, depositions of witnesses and parties, expert examinations, expert designation, expert depositions and all other remaining percipient discovery. The additional time will also include time for filing and hearing of Motions for Summary Judgment.

This settlement is inclusive of all non economic damages, all economic damages and all liens, costs and attorney's fees. Plaintiffs and their attorneys agree and represent that they will decide the apportionment of the settlement proceeds amongst themselves. As to all liens, costs and attorney's fees, plaintiffs and their attorneys agree to be solely responsible for those out of the total of the settlement.

After successful completion of the COUNTY approval process, the COUNTY defendants shall pay the settlement funds agreed to herein. The settlement draft / warrant, drawn on COUNTY OF LOS ANGELES funds, shall be transmitted to the Law Offices of Robert R. Powell, at his address of record, and be made payable to Attorney Robert R. Powell, Trust Account.

It is understood and agreed that this settlement is the compromise of doubtful and disputed claims, and that the payment described herein is not to be construed as an admission of liability on the part of said releasees, by whom liability is expressly denied.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California, which provides as follows:

**"CERTAIN CLAIMS NOT AFFECTED BY GENERAL  
RELEASE... A GENERAL RELEASE DOES NOT EXTEND TO  
CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR  
SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF  
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT  
WITH THE DEBTOR" are hereby EXPRESSLY WAIVED.**

It is hereby declared and represented that all parties to this Settlement Agreement and Release, in signing same to effectuate this settlement, have done so after having had adequate opportunity to receive, and after having actually received, legal advice from counsel of their own choosing, and that no party agreeing to the settlement of this action, did so due to fraud, duress, or undue influence, but rather freely and voluntarily of their own free will..

The undersigned attorney of record is hereby authorized and directed by the plaintiffs, HEATHER HOLLEY, MARTIN HOLLEY and FARAYAZ ABJI, to dismiss, **WITH PREJUDICE**, the aforementioned suit to recover damages for the aforesaid incidents, injuries, and damages, general and special, and attorneys fees and costs, now pending in the UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA, BEARING CASE NO. CV07-06373 CBM. The aforementioned

Dismissal will be filed and served within five (5) days of receipt of the settlement funds and a fully executed copy of this Settlement Agreement and Release. It is further agreed that counsel for plaintiffs' minor children ADAM A. and KAITLYN H. will file Petitions for Minors Compromise within five (5) days after the within action is dismissed, pursuant to the terms of the Settlement of their prospective / potential claims against the defendants herein. The parties will cooperate to request the Petition for Minors' Compromise be filed under seal.

This settlement is **CONFIDENTIAL** and the parties have agreed that neither they, their attorneys nor their representatives, shall reveal to anyone, other than as is agreed to herein, any of the terms of this settlement, nor the amount of any sums payable to payees hereunder, with the following exceptions: (1) plaintiff's counsel may prepare a DOE Settlement memorandum, which will not name the parties, the attorneys for defendants or any other information which would allow identification of the parties or their defense attorneys hereto; counsel for plaintiffs may disclose to actual or prospective clients the amount of the settlement negotiated with an unnamed governmental entity; that counsel for the defendants will have the opportunity to review, revise and approve the draft of DOE settlement memorandum before it is published or disseminated for the sole purpose of insuring that there is no disclosure of the parties or defense counsel as outlined above; (2) the plaintiffs may disclose the amounts received by them for the purpose of preparing their own taxes and any other reasonably necessary disclosures of the amount received as it pertains to their own business or personal finances; (3) the COUNTY, as a public entity, may be required to divulge the amount of the settlement and some facts in the course of the approval process described herein, or as otherwise required by law, and (4) that the parties may disclose this agreement in any litigation in

which the terms of this agreement are at issue. It is specifically agreed and understood that the legal requirements under which the COUNTY is required to disclose information about this case and its settlement is not a breach of this confidentiality provision.

It is further agreed and that, if plaintiffs or their attorneys are contacted and / or requested to respond to the legally required disclosure(s) by the COUNTY regarding this case / settlement, they may respond that the settlement was "to the satisfaction of the parties" or words to that effect.

This release contains the ENTIRE AGREEMENT and COMPLETE understanding concerning this subject matter among the parties and supersedes and replaces all prior negotiations and proposed agreements, written and oral.

Each of the parties hereto acknowledges that no other party, nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce plaintiffs, HEATHER HOLLEY, MARTIN HOLLEY and FARAYAZ ABJI, or their attorneys, or any other party hereto, to execute this Settlement Agreement and Release, and plaintiffs, and each of them, acknowledge that this Settlement Agreement and Release has not been executed in reliance upon any such promise, representation or warranty not contained herein.

The undersigned have all carefully read the foregoing Settlement Agreement and Release, know the contents thereof, have had the time and opportunity to discuss all aspects of it with counsel of our choosing. The plaintiffs and the COUNTY representative acknowledge by their signatures, that they have the capacity and authority to enter into this agreement and sign this agreement as a free act on their own behalves.

As the attorney for the plaintiffs, on whose behalf the undersigned attorney for plaintiffs executes this Settlement Agreement and Release, by his signature, he acknowledges he has carefully read the foregoing Settlement Agreement and Release, knows the contents thereof, and has explained all aspects of it to plaintiffs.

DATED: 09-08-10

BY: [Signature]  
HEATHER HOLLEY, Plaintiff

DATED: 09-08-10

BY: [Signature]  
MARTIN HOLLEY, Plaintiff

DATED: 09-08-10

BY: [Signature]  
FARAYAZ ABJI, Plaintiff

APPROVED AS TO FORM, CONTENT AND AUTHORITY:

DATED: 9-9-10

BY: [Signature]  
ROBERT R. POWELL  
Attorney for Plaintiffs

DATED: 9/13/10

BY: [Signature]  
LAUREN BLACK, County Counsel  
Representative for COUNTY of L.A.

Principal  
Deputy